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June 9, 1999

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VIA FEDERAL EXPRESS

Sherry Estes, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency
Region V
77 West Jackson Boulevard (C-29A)
Chicago, IL 60604

Re: Skinner Landfill

Dear Ms. Estes:

As you may be aware, The City of Fairfield entered into a de minimis settlement agreement earlier this year with the Plaintiffs in the Skinner Landfill private cost recovery action in the United States District Court for the Southern District of Ohio. In addition to providing settlement of Plaintiff's claims regarding the Skinner Site, that agreement requires certain of the Plaintiffs to seek to negotiate a de minimis settlement between The City of Fairfield and the United States (on behalf of the U.S. Environmental Protection Agency ("EPA")) that is at least as protective of the company's interests as are the terms of EPA's Model De Minimis Consent Decree set forth in the December 7, 1995 Federal Register.

It is The City of Fairfield's understanding that EPA, Region V has now determined what information it will order to determine that The City of Fairfield qualifies for a de minimis settlement at this Site. That information consists of: (i) the summary of each de minimis settlor's waste-in volume and percentage share of Site costs, as determined by the Allocator in the Final Allocation Report from the Skinner Alternative Dispute Resolution process, and (ii) the narrative description of the Allocator's findings for each de minimis settlor, as set forth in the Preliminary Allocation Report and, where the Allocator supplemented or altered those findings in the Final Allocation Report, the Final Allocation Report.

Sherry Estes, Esq.

May 27, 1999

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Accordingly, I am enclosing the information requested by EPA for The City of Fairfield. I believe that this information amply demonstrates that The City of Fairfield is entitled to a de minimis settlement consistent with EPA's model de minimis settlement decree. The City of Fairfield understands that EPA and Plaintiffs in the private cost recovery litigation will allocate among themselves the monies to be paid by The City of Fairfield in settlement of the claims of Plaintiffs and the United States. By making this settlement offer, The City of Fairfield does not acknowledge any liability for response costs at the Skinner Site. Furthermore, as we have previously discussed, you have indicated that The City of Fairfield and the other settling de minimis defendants need not otherwise respond to the Special Notice letters previously issued by EPA.

In order to ensure that The City of Fairfield is able to avoid the incurrence of additional transaction costs in connection with the ongoing Skinner cost recovery litigation, The City of Fairfield strongly urges EPA to finalize an appropriate de minimis settlement as expeditiously as possible. Such timely action would fulfill the statutory objectives of Section 1229(g) of CERCLA and EPA's de minimis settlement policies, as well as provide needed funds for response actions at the Skinner Site.

Sincerely yours,

GRAYDON HEAD & RITCHEY

A handwritten signature in black ink, appearing to read "A. Christian Worrell, III". The signature is fluid and cursive, with a large loop at the end.

A. Christian Worrell, III

ACW/kaw

cc: The City of Fairfield

City of Fairfield

Settlement Amount: \$2,000.00

Excerpt from Allocator's Preliminary Report :

Fairfield was incorporated in 1954 and claims that none of its waste went to the Skinner Site. Prior to 1972, the city provided no trash removal services for its residents. Thereafter, the city contracted with Quick Trash and then Rumpke for waste collection and disposal.

According to Fairfield, the waste collected by its contracted haulers was solid waste from residential, commercial and industrial properties. From 1972 - 1982, the only waste collected under city contract was commercial and industrial waste. The city used the following Exhibit A haulers:

Quick Trash/BFI	1972 - 1977
Rumpke, Inc.	1977 - 1982
Rumpke Waste, Inc.	1982 - 1990

Fairfield claimed that its waste was taken by each transporter to its own disposal site, specifically:

Quick Trash [1972-77]	Waste was taken to the BFI Bobmeyer Landfill;
Rumpke [1977-90]	Waste was taken to the Rumpke Landfill in Colerain.

The city operated a wastewater treatment plant. However, no sludge was removed from this plant, Fairfield said. Rather, all sludge was applied to the grounds at the plant which were used for agricultural purposes.

In response to the question in the questionnaire regarding the number and capacity of trucks used to collect waste in Fairfield, Fairfield explained that its waste contractor advised it that ten or fewer trucks of 20 - 25 cy capacity were used to collect waste from within Fairfield.

As part of its response, Fairfield submitted a copy of a letter dated April 4, 1972 that it received from International Disposal Corporation, with an address which was the same as BFI's address in Houston. The letter said that the Bobmeyer Landfill was to be purchased for use upon Fairfield's selection of Quick Trash as its waste contractor in 1972.

Fairfield also submitted a copy of an internal memorandum dated April 26, 1972 from city councilman, Bernard J. Jones, to Dale Price, Director of Fairfield's Public Safety and Service Department. The memorandum stated that on April 24, 1972 the Fairfield City Council had awarded a garbage contract to Quick Trash, Inc. He recommended certain actions be taken prior to the final execution of the contract and prior to the opening of the landfill, including the establishment of a meaningful monitoring system at the Bobmeyer Road Landfill site in order to provide "a continuous safeguard against surface water and ground water pollution."

Fairfield also argued that the BFI Bobmeyer and Rumpke Landfills are much closer to the City than is the Skinner Landfill. It also said that city trucks were never involved in waste removal and it did not locate any record of any disposal at or payments to Skinner by the city.

The testimony on Fairfield was limited. Ray Skinner recalled the disposal of road debris waste (see City of Blue Ash above) in a 5-7 cy dump truck perhaps six or seven times per year for something more than two to three years but less than five years. Elsa Skinner recalled Fairfield "in" the Landfill but for only for a matter of months. She could provide no other details of its usage. Maria Roy also recalled seeing the name on a dump truck at the Landfill but she could not recall much more.

Waste-in Amount. I have decided to credit Ray Skinner's testimony which the City has not directly rebutted and allocate Fairfield 108 cys as a waste-in amount derived by assuming 6 cys per load, and six trips per year over a three year period.

Final Allocation Recommendations in Alphabetical Order, Skinner Landfill Superfund Site, April 12, 1999

Name Of Party	Solid Waste In Cys	Liquid Waste In Gallons	Solid Waste In Total Cys 372908	Percentage	Liquid Waste In Total Gallons 282252	Percentage	Solid Waste	Liquid Waste	Owner/ Operator & Part of Chem-Dyne	Rest of Chem- Dyne	Total
CITY OF FAIRFIELD	108	0	372908	0.0290%	282252	0.0000%	0.00%	0.00%			0.00290%